

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-32810 GFK

Chapter 13

Kenneth Lee Knoll and
Susan Marie Knoll,

Debtors.

OBJECTION TO CONFIRMATION

TO: Debtors, Kenneth Lee Knoll and Susan Marie Knoll; Attorney for Debtors, Barbara Nilva Nevin; Jasmine Z. Keller, Chapter 13 Trustee; U.S. Trustee; and other parties in interest.

1. DaimlerChrysler Services North America, L.L.C., ("DCS") a secured creditor of Debtors, by its undersigned attorney, makes this objection to the confirmation of the proposed Plan of the Debtors.

2. This objection is filed pursuant to Fed. R. Bankr. P. 3020(b) and DCS requests this Court to enter an order denying confirmation of Debtors proposed Chapter 13 Plan (the "Plan"). This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sec. 1334(a) and 157(a), 11 U.S.C. §1325 and applicable rules. This is a core proceeding.

3. Hearing on confirmation of the Plan is scheduled for 10:30 a.m. on June 24, 2004, before the Honorable Gregory F. Kishel, in Courtroom 228b United States Courthouse, 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101, or as soon thereafter as counsel can be heard.

4. The petition commencing this Chapter 13 case was filed on May 10, 2004 and the case is now pending in this Court.

5. DCS holds a valid, perfected interest in a 2002 Jeep Liberty, VIN 1J4GL58K62W326078, (the "Vehicle"). The value of the Vehicle is \$17,825.00.

6. Copies of DCS' agreement with Debtors (the "Contract") and evidence of perfection of DCS' interest in the Vehicle are attached hereto as Exhibits A and B and incorporated herein by reference.

7. The balance due to DCS as of the petition date totals \$20,698.06 together with interest accruing at the contract rate of 10.25%. The fair market value of the Vehicle is \$17,825.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$17,825.00.

8. The Plan, however, provides for (i) DCS' secured claim of \$16,775.00; (ii) total payment on DCS' secured claim of \$16,775.00; and (iii) monthly payments of \$118.00 commencing in month 1 for 20 months and monthly payments of \$445.00 commencing in month 21 for 33 months.

9. Using the contract rate of interest, the Plan fails to satisfy DCS' secured claim plus interest utilizing the payments set forth by Debtors.

10. The Plan does not comply with the provisions of Chapter 13, and the Decision of the U.S. Supreme Court in Till vs. SCS Credit Corp.

11. The Plan does not provide DCS with adequate protection of its interest in the vehicle.

12. Movant gives notice that it may, if necessary, call Joe Quigley or another representative of DCS to testify at the hearing.

13. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

WHEREFORE, DCS respectfully requests this Court to enter an order denying confirmation of the Debtors' proposed Plan and such other further relief as is just and equitable.

Dated: ____May 21, 2004____

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

(314) 727-0101

Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

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Chapter 13

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Susan Marie Knoll,

Debtors.

***MEMORANDUM IN SUPPORT OF
OBJECTION TO CONFIRMATION***

DCS submits this memorandum of law in support of its objection to confirmation in the above-entitled matter.

FACTS

DCS holds a valid, perfected interest in a 2002 Jeep Liberty, VIN 1J4GL58K62W326078 (the "Vehicle").

The balance due to DCS as of the petition date totals \$20,698.06. The interest rate on the Contract is 10.25%. The fair market value of the Vehicle is \$17,825.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$17,825.00.

The Plan, however, provides for (i) DCS' secured claim of \$16,775.00; (ii) total payment on DCS' secured claim of \$16,775.00; and (iii) monthly payments of \$118.00 commencing in month 1 for 20 months and monthly payments of \$445.00 commencing in month 21 for 33 months.

DISCUSSION

Pursuant to 11 U.S.C. §1325(a)(5), a Plan must distribute deferred cash payments equal to the present value of the secured claim. *Rake v. Wade*, 113 S.Ct. 2187, 124 L.Ed.2d 424 (1993). In this case, the Debtors has proposed payments that do not satisfy DCS' secured claim plus interest. Accordingly, the Plan does not meet the confirmation requisites and should be denied.

CONCLUSION

For all of the reasons set forth herein, DCS respectfully requests that the Court deny confirmation of Debtors Chapter 13 Plan.

Dated: May 21, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

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**UNITED STATES BANKRUPTCY COURT
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UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme, 7th Floor, St. Louis, MO 63105, declares that on the date set forth below, I served the annexed **Objection to Confirmation** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at St. Louis, Missouri addressed to each of them as follows:

United States Trustee
300 South 4th Street, Suite 1015
Minneapolis, MN 55415

(Attorney for Debtors)
Barbara Nilva Nevin
6500 France Avenue South
Edina, MN 55435

(Debtor)
Kenneth Lee Knoll
1119 - 145th Street East
Burnsville, MN 55337

(Debtor)
Susan Marie Knoll
1119 - 145th Street East
Burnsville, MN 55337

(Trustee)
Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: May 21, 2004

Signed: /e/ Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-32810 GFK
Chapter 13

Kenneth Lee Knoll and
Susan Marie Knoll,

Debtors.

ORDER

This matter came before this Court for confirmation of the Chapter 13 Plan of reorganization of Debtors. Appearances were noted in the record. Based upon all the files and records, the Court makes this Order pursuant to the Federal Rules of Bankruptcy Procedure.

IT IS HEREBY ORDERED, That confirmation of the Chapter 13 Plan of Debtors is denied.

Dated: _____

Gregory F. Kishel
United States Bankruptcy Judge

94-291-0200 (12/01) MN

RETAIL INSTALLMENT CONTRACT
MINNESOTA - SIMPLE INTEREST

NT28818

DATE
06/11/2002ACCOUNT NUMBER
100810056

BUYER (AND CO-BUYER) NAME AND ADDRESS

KENNETH L. KNOLL
1119 145TH ST E
BURNSVILLE MN 55337SUSAN KNOLL
1119 145TH ST E
BURNSVILLE MN 55337

JUN 17 2002

CREDITOR (SELLER) NAME AND ADDRESS

PARK JEEP, INC.
1408 HWY 13
BURNSVILLE, MN 55337

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE - YEAR MAKE MODEL VIN/VEHICLE IDENTIFICATION NUMBER Description of Trade-In YEAR & MAKE MODEL

☒ NEW ☐ USED 2002 JEEP LIBERTY 1J4GL58K62H226078 N/A N/A N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
The cost of Your credit as a yearly rate.	The dollar amount the credit will cost You.	The amount of credit provided to You or on Your behalf.	The amount You will have paid after You have made all payments as scheduled.	The total price of Your purchase on credit, including Your down-payment of
10.25 %	\$ 8697.96	\$ 25363.08	\$ 34061.04	\$ 2500.00
				\$ 36561.04

Payment Schedule - Your payment schedule will be...

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE
		<input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> (BEGINNING DATE OF PAYMENT)			<input type="checkbox"/> MONTHLY <input type="checkbox"/> (BEGINNING DATE OF PAYMENT)
72	\$ 473.07	07/11/2002		\$ N/A	
	N/A			N/A	
	N/A			N/A	
	N/A			N/A	

Prepayment. If you pay off early, You will not have to pay a penalty.

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fees \$ 2.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*E means Estimate

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> CREDIT LIFE PREMIUM \$ N/A	<input type="checkbox"/> MECHANICAL BREAKDOWN
INSURER N/A	TERM PREMIUM \$
INSURED(S) N/A	INSURER
BUYER'S SIGNATURE	BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE	CO-BUYER'S SIGNATURE
<input type="checkbox"/> CREDIT DISABILITY PREMIUM \$ N/A	<input type="checkbox"/> TYPE TERM N/A
INSURER N/A	PREMIUM \$
INSURED(S) N/A	INSURER
BUYER'S SIGNATURE	BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE	CO-BUYER'S SIGNATURE

1. Cash Price

- a. Vehicle (including accessories, delivery, installation charges, if any) 25955.00
- b. Sales Tax 1622.08
- c. Documentary Fee 25.00
- d. Service Contract (optional) N/A
- e. Cash Price (1a + 1b + 1c + 1d) \$ 27602.08

2. Downpayment

- a. Downpayment 1500.00
- b. Manufacturer's Rebate 1000.00
- c. Gross Allowance on Trade-In \$ N/A
- d. Pay-off on Trade-In \$ N/A
- e. Net Allowance on Trade-In (2c - 2d) N/A
- f. Downpayment (2a + 2b + 2e) \$ 2500.00
- If less than \$0, disclose on Line 3a and enter \$0 for the Downpayment.

3. Unpaid Balance of Cash Price (1e - 2f) \$ 25102.08

- a. Unpaid Trade-In Lien Amount to be Financed ** \$ N/A
- ** Paid to:

4. Other Charges Including Amounts Paid to Others on Your Behalf*

- a. Paid to Public Officials for:
- (i) Other Taxes N/A
- (ii) Filing Fees 2.00
- (iii) License Fees 243.50
- (iv) Certificate of Title Fees 15.50
- (v) Registration Fees N/A

- b. Paid to:
- For: * N/A
- c. Paid to:
- For: * N/A
- d. Paid to:
- For: * N/A
- e. Paid to:
- For: * N/A

f. Paid to Insurance Companies for Insurance for:

- (i) Optional Mechanical Breakdown N/A
- (ii) Optional Credit Life N/A
- (iii) Optional Credit Accident & Health N/A
- g. Subtotal (4a + 4b + 4c + 4d + 4e + 4f) \$ 261.00

5. Amount Financed (3 + 3a + 4g) \$ 25363.08

*Seller may receive and retain a portion of certain of these amounts.

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes. ☐

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY ON THE BACK OF THIS CONTRACT.

Notice to the Buyer: 1. Do not sign this contract before You read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract You sign. Keep it to protect Your legal rights. BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

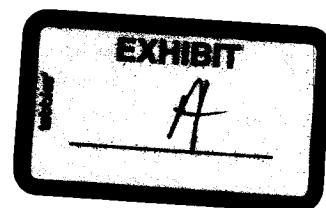
IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

SIGNATURE OF BUYER: *Kenneth L. Knoll* SIGNATURE OF CO-BUYER: *Susan M. Knoll* SIGNATURE OF CREDITOR: _____

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO DATA PROCESSER SERVICES NORTH AMERICA LLC ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER) BY *Patricia J. ...* TITLE BUS. MGR

ORIGINAL



TERMS AND CONDITIONS

- [illegible]

OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY

contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade

or household use.

ATTENTION DISCLOSURES

IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

For purposes of the Arbitration provisions, the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assigns.

1. If a dispute is resolved, any dispute between us will be decided by arbitration and not in court.
 2. If a dispute is arbitratable, neither of us will give up the right to a trial by a court or a jury trial.
 3. You agree to share up to one lawsuit, but you may have to bring a case-action lawsuit or class action lawsuit in order to sue a defendant, and you agree to give up any right you may have to conduct a class action lawsuit with the arbitration of others.
 4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
- Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any disputes over

US, or the successor, which may be obtained by mail from JAMES, 1620 Main Street, Suite 300, Ironton, Missouri 64646 or by e-mail at info@james-us.com or by fax at (816) 426-0505 or by telephone at (816) 426-0505. It is applicable only to the United States and its possessions, and the applicable rates for the international rates are available at <http://www.james-us.com>, or the applicable rates for the international rates are available at <http://www.james-us.com>.

Estimates of Information for College

We collect nonpublic personal information about You from the following sources:

- Information: we receive from You on applications and other forms
- Information about Your transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other outside sources

Categories of Information We Disclose

Collection of Articles and Third Parties to Whom Mr. Madison Inherited About Current and Economic Conditions

We may disclose all of the information that we collect, which relates to our transactions or experiences with You among our affiliated companies. Companies, which are affiliated with us, include any companies that control us, any company we control, or any company under common control with us. In other words, it is not necessary that it is our family or companies.

We may disclose all of the information that we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee, the entire interest in this Contract, and authorizes Assignee to collect and discharge obligations of the Contract and its assignment. Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the described Vehicle; (b) the Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and pay for the Vehicle; and (d) the Seller is not aware of any other person claiming an interest in the Contract.

[illegible][illegible]

Seller agrees to the italicized paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

Without Recourse or Payment Obligation, except in the circumstances noted above.

Full Payment Obligation: Should Buyer default under this Contract at any time, Seller

owing under this Contract, in principal, interest, cost, expenses, and attorney's fees.

United Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately.

the unpaid principal balance then owed under this Contract up to a maximum of \$ _____, together with an interest, costs, expenses, and attorney's fees then may now be owed by Buyer

Full Repayment Obligation - Should buyer default under this contract at any time and assign or obtain possession of the vehicle by any means, Seller irrevocably, and with warrant or an assumed, agrees to reimburse the Vehicle from Seller's net proceeds sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Assigned Recipients **shall** not **should** have default under this Contract during the first _____ months of the Contract term, and Assignee obtains possession of the Vehicle by any means. Seller unconditionally,

1008100156

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

KNOLL KENNETH LEE
KNOLL SUSAN MARIE
1119 145TH ST E
BURNSVILLE MN 55337

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

*

JJT266

1ST SECURED PARTY

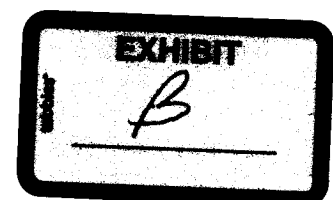
LIEN HOLDER

02 Year	JEEP Make	4WL1B Model	H1970P532 Title NR.
1J4GL58K62W326078 VIN		06/11/02 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

JUL 23 2002

DAIMLERCHRYSLER SERVICES
NO AMERICA LLC
PO BOX 600
HORSHAM PA 19044-0600



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

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Chapter 13

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Susan Marie Knoll,

Debtors.

VERIFICATION

I, JOSEPH M. QUIGLEY, an employee of DaimlerChrysler Services North America, L.L.C. named in the foregoing Objection to Confirmation, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: MAY 21, 2004.

SIGNED:

Joseph M. Quigley